



Request For Application for MULTIPURPOSE SENIOR SERVICES PROGRAM and LINKAGES PROGRAM

**Linda Haugan
Assistant County Administrator
Human Services
County of San Bernardino**

**Colleen Krygier
Director
Department of Aging and Adult Services**

**Administrative Support Division - Contracts Unit
150 South Lena Road
San Bernardino, CA 92415-0515
(909) 388-0360**

RFA HS 06-01

TABLE OF CONTENTS

I.	INTRODUCTION	1
A.	Purpose	
B.	Minimum Applicant Requirements	
C.	Application Conference	
D.	Correspondence	
E.	Question and Answer Period	
F.	Request for Electronic Version of the RFA	
G.	Application Submission Deadline	
II.	PROCUREMENT TIMELINE	3
III.	PROCUREMENT CONDITIONS	3
A.	Contingencies	
B.	Modifications	
C.	Application Submission	
D.	Inaccuracies or Misrepresentations	
E.	Incurred Costs	
F.	Application Confidentiality	
G.	Negotiations	
H.	Level of Service	
IV.	PROGRAM REQUIREMENTS	5
A.	Definitions	
B.	Reference Documents	
C.	Background	
D.	Program Description	
V.	CONTRACT REQUIREMENTS	8
A.	General	
B.	Indemnification and Insurance Requirements	
C.	Right to Monitor and Audit	
VI.	EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS	16
VII.	FORMER COUNTY OFFICIAL	17
VIII.	IMPROPER CONSIDERATION	17
IX.	DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS	18
X.	CALIFORNIA PUBLIC RECORDS ACT	18
XI.	APPLICATION SUBMISSION	19
A.	General	
B.	Application Presentation	
C.	Application Format	

TABLE OF CONTENTS

XII.	APPLICATION EVALUATION AND SELECTION	20
A.	Evaluation Process	
B.	Evaluation Criteria	
C.	Contract Award	
D.	Protests	
E.	Final Authority	

ATTACHMENTS:

ATTACHMENT A – MSSP Definition of Services Provided Under the Waiver

ATTACHMENT B – Linkages Definition of Services

ATTACHMENT C – Client Complaint and Grievance Procedures

ATTACHMENT D – Health Insurance Portability and Accountability Act Business Associate
Agreement

ATTACHMENT E – Application to Provide MSSP and/or Linkages Services

I. INTRODUCTION

A. Purpose

The County of San Bernardino Department of Aging and Adult Services (DAAS), hereinafter referred to as the "County", is seeking applications from all interested and qualified parties including, but not limited to, private for profit organizations, private non-profit organizations, corporations, individuals, or other public and private agencies and institutions to provide services for the Multipurpose Senior Services Program and the Linkages Program.

Multipurpose Senior Services Program provides social and health case management to assist persons 65 years of age or older, eligible for Medi-cal, and certifiable to skilled nursing care, to remain safely at home.

The Linkages Program provides case management services to adults 18 years of age or older with functional impairments, who are at risk of institutionalization. Clients do not need to be eligible for Medi-Cal.

Fee for service contracts or agreements will be awarded for the one-year period of January 1, 2007 through December 31, 2007. The County may, but is not obligated to, extend awarded contract(s) for up to two additional one-year periods contingent on the availability of funds and Contractor performance. The number of awards will be determined by the quality of the applications received.

B. Minimum Applicant Requirements

Applicants must:

1. Have no record of unsatisfactory performance. Contractors who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Contractor, shall be presumed to be unable to meet this requirement.
2. Have the ability to maintain adequate files and records and meet statistical reporting requirements.
3. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
4. Meet other presentation and participation requirements listed in this RFA.

C. Application Conference

Applicants are encouraged to attend the non-mandatory Application Conference to be held at the following time, date, and location:

10:00 a.m., Tuesday, August 29, 2006

Department of Aging & Adult Services
686 East Mill Street
San Bernardino, CA 92415

D. Correspondence

All correspondence, including applications, must be submitted to:

County of San Bernardino
Human Services
ATTN: HS Contracts Unit (RFA HS 06-01)
150 South Lena Road
San Bernardino, CA 92415-0515

Contact: Regina Dalton
Phone: (909) 388-0241
Fax: (909) 387-2900
E-mail: rdalton@hss.sbcounty.gov

During the application and evaluation process, the individual identified above is the sole contact point for any inquiries or information relating to this RFA. Only if authorized by the County's contact, may other County Staff provide information. Any violation of this procedure may be grounds for disqualification of the Applicant. It is the responsibility of the Applicant to ensure that the RFA responses arrive in a timely manner.

E. Question and Answer Period

All questions relating to this RFA must be submitted in writing via e-mail, fax or mail to the contact listed in Section I, Paragraph D. Questions should be clear, concise and include references to the sections of the RFA when applicable. The deadline to submit questions is **4:00 p.m., Wednesday, September 6, 2006.**

Answers to written questions will be compiled into one document and posted as an Addendum on the following County website approximately one week following the deadline to submit questions:

<http://www.co.san-bernardino.ca.us/rfp/rfplist.htm>

F. Request for Electronic Version of the RFA

An electronic version of the RFA can be requested at any time during the procurement period by submitting an e-mail with the subject line of "Request for RFA HS 06-01" to Regina Dalton at rdalton@hss.sbcounty.gov.

G. Application Submission Deadline

All applications must be received at the address listed in Paragraph D of this Section no later than 4:00 p.m. on Thursday, September 28, 2006. Facsimile or electronically transmitted applications will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late applications will not be considered.

II. PROCUREMENT TIMELINE

Application Conference	10:00 a.m. Tuesday, August 29, 2006
Deadline for submission of questions	4:00 p.m. Wednesday, September 6, 2006
Deadline for applications	4:00 p.m. Thursday, September 28, 2006
Tentative date for mailing Award/Denial Letters	Monday, November 20, 2006
Tentative Deadline for protests	Friday, December 1, 2006
Tentative date for awarding of Contract(s)	Tuesday, December 12, 2006
Tentative Start Date for Contract(s)	January 1, 2007
Mandatory Post-Award Conference for all successful Vendors	To be scheduled following awarding of Contracts

The above dates are subject to change as deemed necessary by the County.

III. PROCUREMENT CONDITIONS

A. Contingencies

Funding for this program is contingent on MSSP and Linkages funds received from the California Department of Aging. This Request For Application (RFA) does not commit the County to award a Contract. Cost, while not necessarily the primary factor used in the selection process, is an important factor. The County will award a Contract based on the application that best meets the needs of the County.

The County reserves the right to accept or reject any or all applications if the County determines it is in the best interest of the County to do so. The County will notify all Applicants, in writing, if the County rejects all applications.

B. Modifications

The County has the right to issue addenda or amendments to this RFA. The County also reserves the right to terminate this procurement process at any time.

C. Application Submission

To be considered, all applications must be submitted in the manner set forth in this RFA. **It is the Applicant's responsibility to ensure that its application arrives on or before the specified time.** All applications and materials submitted become the property of the County.

D. Inaccuracies or Misrepresentations

If in the course of the RFA process or in the administration of a resulting contract, the County determines that the Applicant has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Applicant may be terminated from the RFA process or in the event a contract has been awarded, the contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

E. Incurred Costs

This RFA does not commit the County to pay any costs incurred in the preparation of an application in response to this request and Applicant agrees that all costs incurred in developing this application are the Applicant's responsibility.

F. Application Confidentiality

Applicants should be aware that application responses are subject to the California Public Records Act (Government Code Section 6250 et seq. <http://www.leginfo.ca.gov/calaw.html>). If any Applicant's application contains trade secrets or other information, which is proprietary by law, the Applicant must notify the County of its request to keep that information confidential.

The request to keep proprietary information confidential must be made in writing and attached to the envelope or other medium used to submit the application. The confidential or proprietary information shall be readily separable from the response in order to facilitate eventual public inspection of the non-confidential portion of the response.

The County will review the request and notify the Applicant in writing of its decision as to whether confidentiality can be maintained under law. If confidentiality cannot be maintained, the Applicant has the option of withdrawing the application or advising the County of its understanding that this information will become public record. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

In the event a public records request is made for information designated by the Applicant as confidential or proprietary and if the County has made a determination as to the confidential or proprietary nature of the information, the County will notify the Applicant of the request. The Applicant will have an opportunity to seek a determination from the appropriate court as to the disclosure or non-disclosure of the information.

G. Negotiations

The County may require the potential Contractor(s) selected to participate in negotiations, and to submit revisions to pricing, technical information, and/or other items from their application(s) as may result from these negotiations.

H. Level of Service

For any Contract awarded as a result of the RFA, no minimum or maximum number of referrals can be guaranteed by the County.

IV. PROGRAM REQUIREMENTS

A. Definitions

1. **Agency/Applicant/Organization/Firm/Vendor** – Used interchangeably throughout the RFA to denote any company that is interested in providing MSSP or Linkages services.
2. **CCR** – California Code of Regulations
3. **CDA** – California Department of Aging
4. **CFR** – Code of Federal Regulations
5. **Client** – Any individual who has met MSSP and Linkages eligibility requirements and has been enrolled in either program.
6. **Contract** – Agreement between County and Contractor, including, the terms and conditions, scope of work, attachments, addendums, and amendments, if applicable.
7. **Contractor/Provider** – Refers to any company whose application results in a contract to receive funds to provide services to MSSP and/or Linkages clients. Contractor is accountable to DAAS for use of these funds and is responsible for executing the provisions and services of the program.
8. **DAAS** – Refers to the San Bernardino County Department of Aging and Adult Services. DAAS empowers seniors and at-risk adults by providing services and working with individuals, service providers, and communities to improve or maintain choice, independence, and quality of living.
9. **Elder** – Any person residing in California who is 65 years of age or older.
10. **HIPAA** – Health Insurance Portability and Accountability Act
11. **HS** – Refers to San Bernardino County Human Services, which is a system of integrated services, where the programs and resources of eight County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
12. **In-Home Services** – Services provided to maintain seniors in their own homes, including, but not limited to, medical services, shopping, housework, meal preparation, etc.
13. **Manual** – The MSSP site manual dated July 1, 1992, and all subsequent amendments and revisions.
14. **Older Americans Act** – The overall purpose of this act is to provide comprehensive, coordinated, community-based systems of service to persons age 60 and older in order to enable them to maintain health, personal dignity, and independence (42 USCA §3001 et seq.).
15. **Request for Application (RFA)** – The document used to solicit a solution or solutions from potential contractors to a specific problem or need. Although price is important, originality and effectiveness of proposed services described in

the application, and the background and experience of the Applicant, are evaluated in addition to the proposed price.

16. **Service Area** – Defines a geographic area to be served under these programs.
17. **Service Unit** – Unit of measure related to cost.
18. **SOC 341** – Form used to report a suspected incident of abuse of an elder or dependent adult required under Welfare and Institutions Codes Sections 15630 and 15658(a)(1).
19. **State** – State of California
20. **Subcontract** – To contract with a third party to perform all or part of the work included in this RFA and the resulting contract.
21. **USC** – United States Code

B. Reference Documents

Human Services has copies of the following materials available for review:

1. San Bernardino County Policy (11-10) – Recycled products
2. County of San Bernardino Four-Year Area Plan (includes Census data and Needs Assessment information) <http://hss.sbcounty.gov/daas/area/default.htm>
3. MSSP Site Manual
4. Linkages Program Site Manual
http://www.aging.ca.gov/aaa_business/resource_materials_&_guides/Linkages_Program_Manual.pdf

Copies of these materials, as well as the website links referenced in this RFA, are available for review by appointment only, Monday through Thursday from 8:00 a.m. to 4:00 p.m. at the Human Services Contracts Unit office.

C. Background

The County of San Bernardino, California, is the largest geographical county in the continental United States, encompassing over 20,000 square miles. It borders Los Angeles, Riverside, Orange, Inyo, and Kern Counties and the States of Arizona and Nevada. Because of its enormous size, diversity of population and geography, San Bernardino County presents some special problems when planning for services. More than 1.7 million citizens reside in urban, suburban and rural communities within the County's valley, mountain and desert regions.

DAAS, under the umbrella of HS, offers a wide variety of programs designed to help seniors and disabled and at-risk adults in the County. DAAS works to ensure seniors and adults with disabilities have the right to age in the least restrictive environment. Services and programs include In-Home Supportive Services, Senior Information and Assistance, MSSP, Linkages, Senior Employment, Nutrition, Family Caregiver Support, Long-Term Care Ombudsman, and Adult Protective Services (APS).

D. Program Description

1. Program Objective

MSSP provides case management services to Medi-Cal eligible seniors, age 65 years and older, who are certifiable for placement in a nursing facility; living

within a DAAS service area, can be served within program's cost limitations, and are appropriate for care management services. Social Workers are responsible for coordinating in-home services such as medical services, transportation, shopping, housework, meal preparation, etc. The primary goal of MSSP is to maintain seniors in their own homes and to prevent placement in a skilled nursing facility.

The Linkages Program's objective is to prevent premature or inappropriate institutionalization of elderly persons or functionally impaired adults who are 18 years of age or older by providing care management and assistance services. There are no income criteria for eligibility.

2. Program Requirements

a. Applicants must be able to:

- 1) Provide regular services Monday through Friday. Please note some services may be required seven days per week, and some may require 24-hour accessibility in emergency situations.
- 2) Demonstrate their understanding and sensitivity to the needs of the elderly and dependent adults. The client may not be able to understand simple directions, verbally communicate, or ambulate quickly. Patience, tolerance and understanding are key characteristics for any contractor or contractor employee working with this population.
- 3) Provide all necessary qualified personnel for performance of services, including obtaining, verifying, and maintaining up-to-date copies of required licenses. Copies of licenses must be provided to County, i.e., RN, CNA, HHS.
- 4) Respond timely to requests for services. If Provider is not able to provide requested services, DAAS must be notified within two hours of Provider receiving the Request For Service form.
- 5) Adjust to flexible work schedules and travel to various geographical locations throughout the County to perform the requested services.
- 6) Maintain adequate files and records, which are subject to confidentiality requirements and meet statistical reporting requirements.
- 7) Provide monthly invoices to the DAAS Fiscal Unit, 686 E. Mill Street, San Bernardino, CA 92415-0640. Invoices must include a detailed breakdown by program (MSSP or Linkages), client's name, type of service, total units of service(s) per client, and total invoice amount. Ensure that all expenditures are supported by properly executed payroll, time records, invoices, contracts, vouchers, orders and any other accounting documents pertaining in whole or in part to services provided under MSSP or Linkages. Such documents shall be clearly identified and readily accessible to DAAS staff, as may be required. DAAS shall reserve the right to

refuse payment to a contractor or later disallow costs for any expenditure determined by DAAS and/or CDA not to be in compliance with a contract resulting from this procurement, or inappropriate to such activities, or for which there is inadequate supporting documentation of completion of services presented, or for which prior approval is required but not granted.

- b. Referrals: Contractor must obtain approval and a Request For Service form from DAAS case manager prior to providing service. Payment will not be made without prior approval. If it is anticipated that service units may exceed the number of service units authorized, contractor shall obtain prior approval from case manager before providing services. In the event of weekends and after hours, the contractor will notify the case manager of the additional service units the next working day.

3. Geographic Areas to be served:

Victor Valley	Adelanto, Apple Valley, Hesperia, Lucerne Valley, Victorville, and surrounding areas
Mountains	Crestline, Running Springs, Arrowhead, Big Bear, Twin Peaks, and surrounding areas
East Valley	Rialto, Bloomington, Fontana, Colton, Redlands, Yucaipa, San Bernardino City, Loma Linda, Lytle Creek, Mountain Communities, Highland, and surrounding areas
West Valley	Chino, Chino Hills, Montclair, Ontario, Rancho Cucamonga, Upland, and surrounding areas

Applicants may apply to serve one or more portions in one or more geographical areas, any combination of areas, or all areas.

4. Service Descriptions

- a. MSSP Services are described in Attachment A, MSSP Definition of Services Provided Under the Waiver.
- b. Linkages Services are described in Attachment B, Linkages Definition of Services.

V. CONTRACT REQUIREMENTS

A. General

Contracts resulting from this procurement may include the terms contained below. If the Applicant has any objections to these terms, these objections must be addressed in the application or the objections will be deemed to have been waived.

1. Representation of the County
In the performance of the Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.
2. Contract Assignability
Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.
3. Subcontracting
Contractor agrees not to enter into any subcontracts for work contemplated under the Contract without first obtaining written approval from the County. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.
4. Contract Amendments
Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and attached to the original Contract and approved by the required persons and organizations.
5. Conflict of Interest
Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.

Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and State law. In the event that County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by County and such conflict may constitute grounds for termination of the Contract.

This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.
6. Grievance Procedure
Contractor will ensure that staff are knowledgeable on the Client Complaint and Grievance Procedures for Older Americans Act Programs (Attachment C), and ensure that any complaints by clients are referred to the County in accordance with the procedure. Contractor agrees to document, investigate, and resolve any and all client or potential client, complaints relating to this program. The procedure must be in writing and posted in clear view of all recipients.

7. Confidentiality

Contractor shall be required to protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to the Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under the Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

8. Licenses and Permits

Contractor will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Contract. Contractor will notify County immediately of loss or suspension of any such licenses and permits.

9. Department of Justice Clearance

Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3 [<http://www.leginfo.ca.gov/calaw.html>]. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license from the State of California is sufficient proof.

10. Adult Abuse Reporting Law

Contractor must comply with all applicable provisions of Welfare and Institutions Code, Sections 15630 and 15658(a)(1) [<http://www.leginfo.ca.gov/calaw.html>]. Reports of suspected incidents of abuse of an elder or dependent adult must be documented on a State-approved form (i.e. SOC 341) [http://www.dss.cahwnet.gov/cdssweb/On-lineFor_298.htm].

11. Americans with Disabilities Act

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA) [<http://www.dol.gov/esa/regs/statutes/ofccp/ada.htm>].

12. Health and Safety

Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where program services are provided under the terms of the Contract.

13. Environmental Regulations

EPA Regulations – If the amount available to Contractor under the Contract exceeds \$100,000, Contractor shall comply with all applicable orders or requirements issued under the following laws:

- a. Clean Air Act (42 USC 7606)↓

Deleted: <http://www4.law.cornell.edu/uscode/html/uscode42/>

- b. Section 508 of the Clean Water Act (33 USC 1368) [<http://www4.law.cornell.edu/uscode/html/uscode33>]
- c. Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.) [<http://uscode.house.gov/search/criteria.shtml>]
- d. Environmental Protection Agency Regulations (40 CFR, Part 32 and Executive Order 11738) [<http://www4.law.cornell.edu/cfr>]

State Energy Conservation Clause – Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 20, Division 2, Chapter 4, California Code of Regulations) [<http://www.oal.ca.gov/>].

14. Debarment, Suspension, And Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76 [<http://www4.law.cornell.edu/cfr>]:

- a. The Contractor certifies that it and any potential subcontractors:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a) (2) of this certification; and
 - 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and
- b. Where the Contractor is unable to certify as true any of the statements in this certification, he or she shall include an explanation in the application.

15. Expenditure Report/Request for Reimbursement

Contractor will submit a completed Expenditure Report/Request for Reimbursement once a month to DAAS by the 5th working day of each month following the month of service.

16. Records

Contractor shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for contract performance and

maintain all fiscal, statistical, and management books and records pertaining to the program. Said records shall be kept and maintained within the County of San Bernardino.

Records should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars [<http://www.whitehouse.gov/omb/circulars/>], which state the administrative requirements, cost principles, and other standards for accountancy.

Contractors expending \$500,000 or more in Federal funds annually shall have a single audit or program specific audit performed. A copy of the audit shall be maintained as part of the program's fiscal records.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding payments for billings submitted and for termination of the Contract.

17. Notification

In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under the Contract, notification will be made within one working day, in writing sent by fax, and by telephone to the County.

18. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under the Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of the Contract shall acknowledge San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under the Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to the Contract must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.

19. Attorney Fees

Contractor agrees to bear its own attorneys' fees and costs regardless of who prevails in the event of a contractual dispute and not charge such fees as an expense under the Contract.

20. Contractor Primary Contact

The Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days.

21. Change of Address

Contractor shall notify the County in writing of any change in mailing address within ten (10) calendar days of the address change.

22. Recycled Paper Products

The County has adopted a recycled product purchasing standards policy (11-10), which requires Contractors to use recycled paper for applications and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the County whenever practicable.

23. Fraud and Abuse

Contractor will report immediately to the County in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractors, and maintain any records, documents or other evidence of fraud and abuse until notified by the County.

24. Use of Federal Funds

If the amount available to Contractor under the Contract exceeds \$100,000, Contractor shall certify to the best of his or her knowledge and belief that no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

25. Health Insurance Portability and Accountability Act

When Contractor is deemed to be a "Business Associate," Contractor shall comply with the Business Associate obligations of the Health Insurance Portability and Accountability Act (Attachment D), as it relates to services rendered, and the use or disclosure of an individual's Protected Health Information.

B. Indemnification and Insurance Requirements

1. Indemnification

The Contractor agrees to indemnify, defend and hold harmless the County and CDA and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising from Contractor's acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

The Contractor also agrees to indemnify, defend, and save harmless the County, its officers, agents, and employees from any and all claims and losses accruing or resulting to any contractors, vendors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Contract were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this Contract.

2. Insurance

Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

- a. Workers' Compensation – A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under the Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b. Comprehensive General and Automobile Liability Insurance – This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000). If Contractor provides transportation to one or more clients at any time, the automotive liability insurance policy shall have combined single limits for bodily injury and property damage of not less than two million dollars (\$2,000,000).
- c. Errors and Omission Liability Insurance – Combined single limits of \$1,000,000 and \$3,000,000 in the aggregate, or
Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

3. Additional Named Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional

named insured with respect to liabilities arising out of the performance of County contracted services.

4. Waiver of Subrogation Rights

Except for the Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.

5. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

6. Proof of Coverage

Contractor shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage above required, including endorsements, prior to the commencement of performance of County contracted services, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the County, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of the Contract, the Contractor shall furnish certified copies of the policies and all endorsements.

7. Insurance Review

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver is for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to the Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

C. Right to Monitor and Audit

1. Right to Monitor

County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents,

corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under the Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.

Contractor shall cooperate with County in the implementation, monitoring and evaluation of the Contract and comply with any and all reporting requirements established by County.

2. Availability of Records

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal, and State representatives for a period of three years after the final payment under the Contract or until all pending County, State, and Federal audits are completed, whichever is later. Program data shall be retained locally (in the County) and made available upon request or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and will be deducted from the following month's claim for reimbursement.

Records of the Contractor that do not pertain to the program shall not be subject to audit unless provided for in another agreement.

3. Assistance by Contractor

Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

4. Independent Audit Provisions

Contractor will hire a licensed Certified Public Accountant (CPA), approved by County, who shall prepare and file with County, within 60 days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.

VI. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250 [<http://www.dol.gov/esa/regs/compliance/ofccp/fs11246.htm>], Title VII of the Civil Rights Act of 1964 [<http://www.eeoc.gov/policy/vii.html>] (and California Department of Social Services Manual of Policies and Procedures, Division 21 and California Welfare and Institutions Code, Section 10000) [<http://www.leginfo.ca.gov/calaw.html>], the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws,

regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from HS Contracts Unit.

B. Civil Rights Compliance

The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with HS Contracts Unit within 30 days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, HS Contracts Unit will supply a sample of the Plan format. The Contractor will be monitored by HS Contracts Unit staff for compliance with provisions of its Civil Rights Plan.

VII. FORMER COUNTY OFFICIAL

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent organization/firm. The information provided must include a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the organization/firm. Information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of the organization/firm. For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit, or Safety Management Unit.

Failure to provide this information may result in the response to the request for application being deemed non-responsive.

VIII. IMPROPER CONSIDERATION

Applicant shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this RFA.

The County, by written notice, may immediately reject any application or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the application and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Applicant shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Applicant. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

IX. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The County reserves the right to request the information described herein from the Vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Vendor may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

X. CALIFORNIA PUBLIC RECORDS ACT

All information submitted in the application or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et seq. [<http://www.leginfo.ca.gov/calaw.html>] and the following. Applications may contain financial or other data that constitutes a trade secret. To protect such data from disclosure, Vendor should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

NOTICE

The data on pages_____ of this Application response, identified by an asterisk (*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the County of San Bernardino determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the Application in order to facilitate eventual public inspection of the non-confidential portion of the Application.

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Vendor will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by the County in making its determination as to whether or not disclosure is proper under federal, state and local law. The County will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur.

XI. APPLICATION SUBMISSION

A. General

1. All interested and qualified Applicants are invited to submit an application for consideration. Submission of an application indicates that the Applicant has read and understands this entire RFA, to include all appendices, attachments, exhibits, schedules, and addendum (as applicable), and agrees that all requirements of this RFA have been satisfied.

This RFA contains several types of services for the MSSP and Linkages Programs. See Attachment A for MSSP Service Definitions and Attachment B for Linkages Service Definitions. See Attachment E for MSSP and Linkages Application. Applicants may apply for one or more types of services.

2. Applications must be submitted in the format described in this Section. Applications are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFA. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFA instructions, responsiveness to the RFA requirements, and on completeness and clarity of content.
3. Applications must be complete in all respects as required in this Section. An application may not be considered if it is conditional or incomplete.
4. **Applications must be received at the designated location, specified in Section I, Paragraph D – Correspondence, no later than the date and time specified in Section I, Paragraph G - Application Submission Deadline.**
5. All applications and materials submitted become the property of the County.

B. Application Presentation

1. An original, which may be bound, and two unbound copies of the written application are required. The original copy must be clearly marked "Master Copy". If one copy of the application is not clearly marked "Master Copy", the application may be rejected. However, the County may at its sole option select, immediately after application opening, one copy to be used as the Master Copy. If discrepancies are found between two or more copies of the application, the application may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.
2. The package containing the original and copies must be sealed and marked with the Applicant's name and "**CONFIDENTIAL – Multipurpose Senior Services Program and Linkages Program RFA HS 06-01.**"
3. All applications must be submitted on 8 1/2" by 11" recycled paper with double sided printing, unless specifically shown to be impractical, with no less than 1/2" top, bottom, left and right margins. Applications must be typed or prepared with word processing equipment and double-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.

C. Application Package

Responses to this RFA must in the form of an application package and include the following:

1. **Completed** Application for MSSP and Linkages (Attachment E)
2. **Copies** of documents requested in the Application

XII. APPLICATION EVALUATION AND SELECTION

A. Evaluation Process

All applications will be subject to a standard review process developed by County. A primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related services based on demonstrated performance.

B. Evaluation Criteria

1. Initial Review - All applications will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The application must be complete, in the required format, and be in compliance with all the requirements of this RFA.
 - b. Applicants must meet the requirements as stated in the Minimum Applicant Requirements as outlined in Section I, Paragraph B.

Failure to meet these requirements may result in a rejected application. No application shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases the Applicant will be notified of the deficiency in the application and given an opportunity to correct the irregularity,

defect or variation or the County may elect to waive the deficiency and accept the application.

2. Evaluation – Applications meeting the above requirements will be evaluated on the basis of the following criteria:

- a. Cost per unit
- b. Services to be provided
- c. Relevant Experience
- d. Administrative Capability
- e. Availability
- f. Geographic area(s) to be served

While cost is a major consideration in the evaluation process, selection will be based on the determination of which application will best meet the needs of the County and the requirements of this RFA.

C. Contract Award

Contract(s) will be awarded based on a competitive selection of applications received.

The contents of the application of the successful Applicant will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

D. Protests

Applicants may protest the recommended award, provided the protest is in writing, contains the RFA number, is delivered to the address listed in Section I, Paragraph D of this RFA, and submitted within ten (10) calendar days of the date on the notification of intent to award.

Grounds for a protest is that the County failed to follow the selection procedures and adhere to requirements specified in the RFA or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 [<http://www.leginfo.ca.gov/calaw.html>] et seq.; or violation of State or Federal law. Protests will not be accepted on any other grounds. In the event of a protest, all protests will be handled by a panel designated by the Assistant County Administrator for the Human Services, or his/her designee.

The County will consider only those specific issues addressed in the written protest. A written response will be directed to the protesting Applicant within fourteen (14) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

E. Final Authority

The final authority to award a Contract(s) rests solely with the County of San Bernardino Board of Supervisors.

MSSP DEFINITION OF SERVICES PROVIDED UNDER THE WAIVER

Definitions of each of the services approved by the Centers for Medicare and Medicaid Services of the Department of Health and Human Services under the existing 1915 (c) Home- and Community-Based Services Waiver are as follows. The numbers in parentheses are program code designations for the particular service.

ADULT DAY SUPPORT CENTER (1.0): This is a community-based program that provides nonmedical care to meet the needs of functionally-impaired adults. Services are provided according to an individual plan of care in a structured comprehensive program that will provide a variety of social, psychosocial, and related support services in a protective setting on less than a 24-hour basis. The State Department of Social Services (DSS) licenses these centers as community care facilities. Eligible clients are those who:

- Need, but do not have, a caretaker available during the day;
- Are isolated and in need of social stimulation;
- Need a protective setting for social interaction; and/or,
- Need psychological support to prevent institutionalization.

Care in adult day support centers will be provided when specific therapeutic goals are stipulated in the client's plan of care. Adult day support center care is not meant to be merely diversional or recreational in nature.

ADULT DAY CARE (1.1): Will be provided to MSSP clients who are identified in their plan of care as benefiting from being in a social setting with less intense supervision and fewer professional services than offered in an adult day support center. Adult Day Care services will be provided when the client's plan of care indicates that the service is necessary to reach a therapeutic goal. Adult day care centers are community-based programs that provide nonmedical care to persons 18 years of age or older in need of personal care services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a 24-hour basis. The DSS licenses these centers as community care facilities.

HOUSING ASSISTANCE (2.2, 2.3, 2.4, 2.5 AND 2.6): These services are necessary to ensure the health, welfare, and safety of the client in his or her physical residence or home setting. As specified in the client's plan of care, services may include provision of physical adaptations and assistive devices, emergency assistance in situations which demand relocation and assistance to restore utility service. Housing Assistance services include:

MINOR HOME REPAIRS AND ADAPTIVE EQUIPMENT (2.2): Minor Home Repairs do not involve major structural changes or repairs to a dwelling. Adaptive Equipment is defined as those services necessary for accessibility (e.g., ramps, grab bars, handrails; items above what is covered by the State Plan and, installation), safety (e.g., electrical wiring, smoke alarms), or security (e.g., locks). Eligible clients are those whose health and/or safety or independence are jeopardized because of deficiencies in their place of residence. This service is limited to clients who are owners/occupiers of their own home, or those in rental housing where the owner refuses to make needed repairs or

otherwise alter the residence to adapt to special client needs. Written permission from the landlord (including provision for removal of modifications, if necessary) is required before undertaking repairs or maintenance on leased premises. All services shall be provided in accordance with applicable State or local building codes.

NONMEDICAL HOME EQUIPMENT AND SUPPLIES (2.3): Includes those assistive devices, appliances and supplies which are necessary to assure the client's health, safety and independence. This service includes the purchase or repair of nonmedical home equipment and appliances such as refrigerators, stoves, microwave ovens, blenders, kitchenware, heaters, air conditioners, fans, washing machines, dryers, vacuum cleaners, furniture (i.e., couches, lamps, tables, chairs [including recliners and lift chairs]), mattresses and bedding under the following circumstances:

1. The client is receiving Deinstitutional Care Management services, and the items are required to facilitate discharge from the institution to a community residence.
2. The client's assessment identifies the need for this service including how it is a necessary support if the client is to remain in the community, and the care plan specifies the required item(s).

In either circumstance, the following criteria must be met and documented in the case record:

1. The items are unobtainable through other resources, and their purchase would be a financial hardship for the client.
2. The items are necessary to preserve the client's health, improve functional ability and assure maximum independence, thereby preventing elevation to a higher level of care and avoiding more costly institutionalization.

EMERGENCY MOVE (2.4): Involves facilitating a smooth transition from one living situation to another. Eligible clients are those who, due to loss of residence or the need for a change in residence, require assistance with relocation. Services may be provided by moving companies or other individuals who can guarantee the safe transfer of the client's possessions. Activities may include materials and labor necessary for such moves.

EMERGENCY UTILITY SERVICE (2.5): Allows for payment of utilities only when the client has no other resources to meet this need. Additionally, the client must be at risk to receive a shut-off notice and the potential shut off of utility services would place the health and safety of the client in jeopardy. Elderly individuals are more vulnerable to extremes in environmental changes because of decreased physiologic reserves, less flexible homeostatic processes, and decreased resistance to stress. These extremes affect organ systems that already are vulnerable because of physiologic and pathologic changes.

TEMPORARY LODGING (2.6): Allows for payment of hotel or motel lodging for those clients, usually from rural areas, who must travel long distances and stay overnight for

medical treatments not available in their home area. Lodging rates shall not exceed State per diem limits; these limits vary depending on geographic area.

CHORE (3.1): Is for purposes of household support and applies to the performance of household tasks rather than to the care of the client. Chore activities are limited to: household cleaning, laundry (including the services of a commercial laundry or dry cleaner), shopping, food preparation, and household maintenance, as long as the client does not live in a Residential Care Facility for the Elderly (RCFE). Client instruction in performing household tasks and meal preparation may also be provided.

This service is for purposes of household support for those services above and beyond those available through the residual In-Home Supportive Services (IHSS) Program. Examples include:

1. The MSSP client has not yet been assessed for IHSS, and needs services in the interim until IHSS services can be arranged.
2. The regular IHSS provider is not available, and IHSS cannot provide a substitute.
3. IHSS services are in place; however, MSSP has assessed a greater need. In these cases, every effort will be made to negotiate with IHSS towards an increase in those services before authorizing expenditure of waiver funds.

PERSONAL CARE (3.2): This service is provided to those clients who are not eligible to receive it under the State Plan. This service provides assistance to maintain bodily hygiene, personal safety, and activities of daily living (ADL). These tasks are limited to nonmedical personal services: feeding, bathing, oral hygiene, grooming, dressing, care of and assistance with prosthetic devices, rubbing skin to promote circulation, turning in bed and other types of repositioning, assisting the individual with walking, and moving the individual from place to place (e.g., transferring). Client instruction in self care may also be provided; may also include assistance with preparation of meals, but does not include the cost of the meals themselves.

Purchase of toiletries and other personal care supplies may be covered where there are no other resources and the purchase would create a financial hardship. These items include: shampoo, soap, lotion, tooth brush and paste, toothettes, shavers, medication assistive devices (e.g., medi-sets, pill crushers), incontinence supplies not covered under the State Plan, disposable gloves and wipes.

When specified in the plan of care, this service may also include such housekeeping chores as bed making, dusting, and vacuuming, which are essential to the health and welfare of the recipient. The household chores which are performed by the worker are essentially ancillary to the provision of the client-centered care. Thus, if food is spilled, it may be cleaned up, and when bed linen is soiled it may be changed, washed, and put away. However, at no time would household chores become the central activity furnished by a personal care worker.

When a personal care service is to be performed by an unlicensed health care worker (e.g., Home Health Aide), permissible duties will be limited to those allowed by the worker's

employer, or permissible according to the Board of Registered Nursing policy on unlicensed assistive personnel, and as permitted by the individual's certification (if applicable).

Personal care service providers may be paid while the client is institutionalized. This payment is made to retain the services of the care provider and is limited to seven (7) calendar days per institutionalization.

HEALTH CARE (3.3): Addresses the care of health problems by appropriately licensed or certified persons when such care is not otherwise available under the State Plan. These services will be provided based on the following criteria:

- The client assessment identifies need for this support and the care plan reflects the required items.
- MSSP utilizes all of the health care services available under the State Medicaid Plan prior to purchasing these services as waived services. MSSP's clients are extremely frail and, on occasion, in need of health-related services that cannot be provided under Medi-Cal, e.g., no Medi-Cal provider in that local area. Such services are especially critical for persons recently discharged from acute hospitals or who are otherwise recovering at home from an acute illness or injury. This MSSP service supplements benefits provided by the existing Medi-Cal program, using providers who meet standards under Provider Qualifications: Licensure and Certification, Appendix 26 of the Site Manual.
- The service is provided by authorized individuals when such care is prescribed or approved by a physician.
- Services may include the following professionals/services:
 1. Pharmacists: pharmacy consultations.
 2. Registered nurses or licensed vocational nurses: skilled nursing services.
 3. Nutritionists/Registered Dietitians: nutritional assessment or counseling.
 4. Occupational, physical, or speech therapists: consultation, including client assessment, training, and planning.
 5. Other health professionals specific to the identified need of the client: art, dance, exercise, massage, music, and recreation therapists.

PROTECTIVE SUPERVISION (3.7): Ensures provision of supervision in the absence of the usual care provider to persons in their own homes who are very frail or otherwise may suffer a medical emergency, to prevent immediate placement in an acute care hospital, skilled nursing facility, or other 24-hour care facility, e.g., Residential Care Facility for the Elderly (RCFE). Such supervision does not require medical skills and can be performed by an individual trained to summon aid in the event of an emergency. May also provide a visit to the client's home to

assess a medical situation during an emergency (e.g., natural disaster). Waived Service funds may not be used to purchase this service until existing county Title XX Social Services and Title XIX Medi-Cal resources have been fully utilized and an unmet need remains.

PROFESSIONAL CARE ASSISTANCE (PCA)(3.9): Is provided to those clients who are also receiving services under the Personal Care Services Program (PCSP) (Fund Code 6). PCA is a comprehensive skilled service delivered by a home health aide (HHA). The HHA works under the supervision of a registered nurse employed by a home health agency. The specific tasks provided are the same as listed under Personal Care (3.2) above. However, the special needs and circumstances of Waiver clients are such that they require a provider who can make observations and exercise judgment regarding the execution of specific tasks and the overall provision of care. The training and expertise of a HHA is greater and more specialized than that of a provider working under the State Plan. This higher level of skill is required to meet the needs of the frail elderly clients served under the Waiver.

When PCA is performed by an unlicensed health care worker (e.g., Home Health Aide), permissible duties will be limited to those allowed by the worker's employer, or permissible according to the Board of Registered Nursing policy on unlicensed assistive personnel, or as permitted by the individual's certification (if applicable).

Purchase of toiletries and other personal care supplies may be covered where there are no other resources and the purchase would create a financial hardship for the client. These items include: shampoo, soap, lotion, tooth brush and paste, toothettes, shavers, medication assistive devices (e.g., medi-sets, pill crushers), incontinence supplies not covered under the State Plan, disposable gloves and wipes.

PCA service providers may be paid while the beneficiary is hospitalized up to seven (7) calendar days per each hospitalization. This payment is necessary to retain the care provider for services when the beneficiary returns home.

CARE (CASE) MANAGEMENT: Assists clients in gaining access to needed Waiver and other State Plan services, as well as needed medical, social, and other services, regardless of the funding source. Care managers are responsible for ongoing monitoring of the provision of services included in the client's plan of care. Additionally, care managers initiate and oversee the process of assessment and reassessment of client level of care and the monthly review of plans of care.

SITE-PROVIDED CARE (CASE) MANAGEMENT (50): The MSSP care management system vests responsibility for assessing, care planning, authorizing, locating, coordinating and monitoring a package of long-term care services for community-based clients with a local MSSP site contractor and specifically with the site care management team. The care management teams at each of the local sites are trained professionals working under the job titles of nurse care manager and social work care manager; these professionals may be assisted by care manager aides. The teams are responsible for care management services including the assessment, care plan development, service authorization/delivery, monitoring, and follow up components of the program. Although the primary care manager will be either a senior services counselor or health

practitioner, both professionals will be fully utilized in carrying out the various case management functions. Care records must document all client contact activity each month.

PURCHASED CARE (CASE) MANAGEMENT (4.3): For the vast majority of MSSP clients, care management services are provided solely by site care management staff. However, clients have the right to request care management by qualified outside vendors, and additional case-specific resources may be purchased from social, legal, and health specialists in the community in order to augment the resources and skills of site-staffed care managers. Examples include the purchase of more skilled diagnostic and consultant services by social, and legal/paralegal professionals. Fees necessary to procure birth certificates or other legal documents required for establishment of public health benefits or assistance are also covered.

DEINSTITUTIONAL CARE MANAGEMENT (DCM) (4.6): This service is used ONLY with individuals who are institutionalized. It allows care management and waiver services to begin up to 180 days prior to an individual's discharge from an institution. It may be used in two situations, as follows:

1. Where MSSP has gone into a facility (nursing facility or acute hospital) to begin working with a resident to facilitate their discharge into the community.
2. Where an established MSSP client is institutionalized and MSSP services are necessary for the person to be discharged back into the community.

In either situation, all services (monthly Administration and Care Management, plus any purchased services) provided during this period are combined into one unit of DCM and billed upon discharge. For those individuals who do not successfully transition to the waiver, all services provided are combined into one unit of DCM and billed at the end of the month the decision is made to cease MSSP activity.

RESPIRE (5.1, 5.2): The State's Medicaid Plan does not provide for respite care. By definition, the purpose of respite care is to relieve the client's informal caregiver and thereby prevent breakdown in the informal support system. Respite service will include the supervision and care of a client while the family or other individuals who normally provide primary care take short-term relief or respite which allows them to continue as caregivers. Respite may also be needed in order to cover emergencies and extended absences of the caregiver.

As dictated by the client's circumstances, services will be provided In-Home (5.1) or Out-of-Home (5.2) through appropriate available resources such as board and care facilities, skilled nursing facilities, etc. Federal Financial Participation will not be claimed for the cost of room and board except when provided as part of respite care in a facility approved by the State that is not a private residence. Individuals providing services in the client's residence shall be trained and experienced in homemaker services, personal care, or home health services, depending on the requirements in the client's plan of care.

TRANSPORTATION (6.3 [ESCORT, HOUR] AND 6.4 [ONE-WAY TRIP]): These services provide access to the community (e.g., non-emergency medical transportation to health and social service

providers) and special events for clients who do not have means for transportation or whose mobility is limited, or who have functional disabilities requiring specialized vehicles and/or escort. These services are in contrast to the transportation service authorized by the State Medicaid Plan which is limited to medical services or clients who have documentation from their physician that they are medically unable to use public or ordinary transportation. Whenever possible, family, neighbors, friends, or community agencies which can provide this service without charge will be utilized.

Transportation services are usually provided under public paratransit or public social service programs (e.g., Title III of the Older Americans Act) and shall be obtained through these sources without the use of MSSP resources, except in situations where such services are unavailable or inadequate. Service providers may be paratransit subsystems or public mass transit; specialized transport for the elderly and handicapped; private taxicabs where no form of public mass transit or paratransit is available or accessible; or private taxicabs when they are subsidized by public programs or local government to service the elderly and handicapped (e.g., in California, some counties provide reduced fare vouchers for trips made via private taxicabs for the elderly and handicapped).

Escort services will be provided when necessary to assure the safe transport of the client. Escort services may be authorized for those clients who cannot manage to travel alone, and require assistance beyond what is normally offered by the transportation provider. This service will be provided by trained paraprofessionals or professionals, depending on the client's condition and care plan requirements.

MEAL SERVICES (7.1, 7.2, and 7.3): These services may be provided daily, but are not to constitute a full nutritional regimen (three meals a day) [42 CFR 440.180 (b)].

CONGREGATE MEALS (7.1): Meals served in congregate meal settings for clients who are able to leave their homes or require the social stimulation of a group environment in order to maintain a balanced diet. Congregate meals can be a preventive measure for the frail older person who has few (if any) informal supports, as well as a rehabilitative activity for people who have been physically ill or have suffered emotional stress, due to losses associated with aging. This service should be available to MSSP clients through Title III of the Older Americans Act. MSSP funds shall only be used to supplement congregate meals when funding is unavailable or inadequate through Title III or other public or private sources.

HOME DELIVERED MEALS (7.2): For clients who are homebound, unable to prepare their own meals and have no caregiver at home to prepare meals for them. As with Congregate Meals, the primary provider of this service is Title III of the Older Americans Act. MSSP funds shall only be used to supplement home-delivered meals when they are unavailable or inadequate through Title III or other public or private sources.

FOOD (7.3): Provision of food staples is limited to purchase of food to facilitate and support a client's return home following institutionalization, and to food purchases which are medically required.

If oral nutrition supplements (ONS) are to be included in the care plan, efforts must be made to obtain them through a Medi-Cal Treatment Authorization Request (TAR). If this is not possible or appropriate, the rationale will be documented.

If ONS are to be purchased with waived services funds, the following must be recorded in the client record:

- The nurse care manager has assessed the client's nutritional needs and concluded that an ONS is advised; **AND**
- The use of home-prepared drinks/supplements (e.g., instant breakfast, pureed food) has been explored and found not to meet the client's needs.

Following the criteria described above, ONS may be purchased initially for a period of three months. When it is determined that it is desirable to continue beyond that time, the client's personal physician must be notified, and additional supporting documentation must be obtained by either:

1. A nutritional screening recommending this alternative (preferably a consultation or assessment obtained from a nutritionist or dietitian, but if these resources are not available, a screen conducted by the primary care manager in consultation with the nurse care manager; see MSSP Site Manual, Appendix 21, for an example of a nutritional screen), **or**
2. A prescription obtained from the physician, **or**
3. Approval (verbal or in writing) for this service from the physician noted in the record.

If the service is to be continued beyond six months, the following criteria will be documented in the client record, and repeated every six months thereafter for as long as an ONS is being purchased with waived services funds:

1. A prescription obtained from the physician, **AND**
2. A review of the client's nutritional status will be conducted by the nurse care manager. The purpose of the review is to assure the appropriateness of continuing to provide an ONS for an individual client. It is preferred that the review be conducted by obtaining an assessment from a nutritionist or dietitian. If these resources are not available, a member of the care management staff will complete a nutritional screen (see MSSP Site Manual, Appendix 21, for an example of a nutritional screen).

When the client or family is purchasing the ONS, the care manager should advise them to notify the client's physician.

PROTECTIVE SERVICES (8.3, 8.4, and 8.5): These services include protection for clients who are isolated and homebound due to health conditions; who suffer from depression and other psychological problems; individuals who have been harmed, or threatened with harm (physical or mental) by other persons or by their own actions; or those whose cognitive functioning is impaired to the extent they require assistance and support in making and carrying out decisions regarding personal finances.

SOCIAL REASSURANCE (8.3): Includes periodic telephone contact, visiting or other social and reassurance services to verify that the individual is not in medical, psychological, or social crisis, or to offset isolation; expenses for activities and supplies required for client participation in rehabilitation programs; therapeutic classes and exercise classes are also provided. Such services shall be provided based on need, as designated in the client's plan of care. The MSSP has found that isolation and lack of social interaction can seriously impact some clients' capacity to remain independent. Lack of motivation or incentive or the lack of any meaningful relationships can contribute to diminishing functional capacity and premature institutionalization.

These services are often provided by volunteers or through Title III of the Older Americans Act; however, these services may not be available in a particular community and do, infrequently, require purchase. The waiver will be used to purchase friendly visiting only if the service is unavailable in the community or is inadequate as provided under other public or private programs.

THERAPEUTIC COUNSELING (8.4): Includes individual or group counseling to assist with social, psychological, or medical problems which have been identified in the assessment process and included in the client's care plan.

The MSSP has found that therapeutic counseling is essential for preventing some clients from being placed in a nursing facility (NF). This service may be utilized in situations where clients or their caretakers may face crises, severe anxiety, emotional exhaustion, personal loss/grief, confusion, and related problems. Counseling by licensed or certified counselors in conjunction with other services (e.g., respite, IHSS, meals) may reverse some states of confusion and greatly enhance the ability of a family to care for the client in the community, or allow the client to cope with increasing impairment or loss.

MONEY MANAGEMENT (8.5): This service assists the client with activities related to managing money and the effective handling of personal finances. Services may be either periodic or as full-time substitute payee. Services may be provided by organizations or individuals specializing in financial management or performing substitute payee functions.

The MSSP has found that assistance with managing day-to-day household finances is often required by frail elderly. These clients may be isolated by geography or by not having a trustworthy other person to rely upon. Failure to meet personal financial obligations frequently results in eviction, disconnection of utilities, or jeopardizes eligibility for maintenance programs such as Supplemental Security Income (SSI) and

Medicaid. Money management services ensure a stable living environment and avoid institutionalization.

COMMUNICATIONS SERVICES (9.1 and 9.2): Clients who receive these services are those with special communication problems such as vision, hearing, or speech impairments and persons with physical impairments likely to result in a medical emergency. Services shall be provided by organizations such as: speech and hearing clinics; organizations serving blind individuals; hospitals; senior citizens centers; providers specializing in communications equipment for disabled or at-risk persons. Services shall be available on a routine or emergency basis as designated in the client's plan of care.

COMMUNICATION/TRANSLATION/INTERPRETATION (9.1): The provision of translation and interpretive services for purposes of instruction, linkage with social or medical services, and conduct of business is essential to maintaining independence and carrying out the ADL and Instrumental Activities of Daily Living (IADL) functions. For non-English speaking clients, this service is the link to the entire in-home and community-based service delivery system. MSSP resources shall be used to support this service only where family and community resources are unable to meet the need, and as described in the care plan.

COMMUNICATION/DEVICE (9.2): The rental/purchase of 24-hour emergency assistive services, or installation of a telephone, to assist in communication (excluding hearing aids, eye appliances, and monthly telephone charges) for clients who are at risk of institutionalization due to physical conditions likely to result in a medical emergency. Purchase of emergency response systems is limited to those clients who live alone, or who are alone for significant parts of the day, and have no regular caregiver for extended periods of time, and who would otherwise require extensive routine supervision. The following are allowable:

1. 24-hour answering/paging.
2. Beepers.
3. Medic-alert type bracelets/pendants.
4. Intercoms
5. Life-lines.
6. Wander-alerts.
7. Monitoring services.
8. Light fixture adaptations (blinking lights, etc.)
9. Telephone adaptive devices not available from the telephone company.

10. Other electronic devices/services designed for emergency assistance.

Telephone installation or reactivation of service will only be authorized to enable the use of telephone-based electronic response systems where the client has no telephone, or for the isolated client who has no telephone and who resides where the telephone is the only means of communicating health needs. This service will only be authorized when the client has a medical/health condition that makes him/her vulnerable to medical emergency (e.g., congestive heart failure or emphysema).

LINKAGES DEFINITION OF SERVICES

NUMERIC CODE used by the Linkages Case Managers	NUMERIC SERVICE CATEGORY DESCRIPTION	UNIT OF MEASURE
31	Adult Day Care – Community-based centers that provide non-medical care to functionally impaired adults requiring a variety of social, psychosocial, and related support services, and for adults in need of personal care services, supervision, or assistance essential for sustaining the activities of daily living services are provided in a protective setting, on less than a 24-hour basis.	# of Hours
32	Alzheimer's Day Care Resource Center –Community based centers that provide day care for persons in the moderate to severe stages of Alzheimer's Disease or other related dementias, and provide various resource services for family caregivers and the community-at-large.	# of Days
33	Adult Day Health Care – Provides personal care, nutrition, therapy, health care, socialization, and recreation in a licensed facility. o Fee based on a sliding fee scale.	# of Hours
34	Respite - Provides supervision and care of clients while the person(s), who normally provides full-time care, takes short-term relief or respite.	# of Hours
35	Transportation - Provides client transportation services, including bus, dial-a-ride and cab, to various health appointments and social resources.	# of One-Way Trips
36	Housing Assistance - Provides assistance to clients in securing living arrangements. o Provides minor home repairs or permanent modifications; e.g. permanent ramp, widening doorways as necessary to accommodate physical limitations; minor renovation, installation, or maintenance for accessibility, safety, or security; includes pest control services, home finding services, and moving costs. o Provides for repair of home equipment, appliances, and supplies necessary to assure client's independence. o Provides for a regular telephone, rent, or house payments, deposits for new rental, and home insurance payments; provides for emergency, unusual, or ongoing utility costs, including installation and monthly telephone service charges. o Provides for temporary housing or relocation of client. Activities may include equipment and labor necessary for the move.	# of Single Occurrences

NUMERIC CODE	NUMERIC SERVICE CATEGORY DESCRIPTION	UNIT OF MEASURE
39	Assistive Devices - Provides for rental or purchase and monthly fee service of electronic communication devices, emergency response equipment, and similar equipment to provide client access to meet emergency needs. <ul style="list-style-type: none"> o (Does not include regular telephones, but adaptive phone equipment which is provided to the disabled, is included.) o Provides for the installation of smoke detectors, portable ramps, and grab bars. o Provides for items such as body braces, orthopedic shoes, walkers, wheelchairs, and installation of safety devices in the home. 	# of Single Occurrences
40	Assisted Transportation - Provides one-to-one client escort transportation services to a person(s) who has physical and/or cognitive difficulty using regular vehicular transportation. <ul style="list-style-type: none"> o Client may be transported to various health appointments and social resources. 	# of One-Way Trips
42	Special Needs - Provides for food staples during special circumstances; restaurant purchased meals when special circumstances necessitate the purchase; and food stamps for eligible clients under special circumstances. <ul style="list-style-type: none"> o Provides for interpreter/translator services. o Provides for essential clothing, toiletries, and similar personal care items for use in the home. 	# of Single Occurrences
43	Employment/Recreation/Education - Provides for expenses for employment development, recreational and educational activities, and supplies for participation in job training, work activity, rehabilitation, and self-improvement. <ul style="list-style-type: none"> o Provides for specialized training, including training in Braille, sign language, driver education, etc., in addition to in-home and community skills training. 	# of Single Occurrences
44	Medical Services - Provides physician, nursing care, therapy, health aide services, and medical social services. <ul style="list-style-type: none"> o Private health professional should be licensed or certified. o Provides for commercially prepared nutritional formulas that are needed to ensure client is consuming a balanced nutritional diet. o Provides for filling or refilling of prescriptions. o Provides for medications prescribed by a physician that are not covered by Medi-Cal or other services. o Also includes medi-sets and over-the-counter items such as incontinence supplies, vitamins, aspirin, etc., essential to the client's well being. 	# of Single Occurrences

NUMERIC CODE	NUMERIC SERVICE CATEGORY DESCRIPTION	UNIT OF MEASURE
45	<p>Protective Services - Provides supervision or protection for clients who are unable to protect their own interests or whose income or resources are being exploited; who are harmed, threatened with harm, neglected, or maltreated by others; or caused physical or mental injury as a result of an action or an inaction by another person or by their own actions due to ignorance, illiteracy, incompetence, or poor health; who are lacking in adequate food, shelter, or clothing; and who are deprived of entitlement due them.</p> <ul style="list-style-type: none"> Provides information about money management and financial resources such as financial counseling and assistance, and legal and medical assistance related to establishing a conservatorship. 	# of Single Occurrences
46	Social and Reassurance – Provides telephone contact, friendly visitors, and other reassurance services by a party or agency other than a case manager.	# of Single Occurrences
47	Personal Care – Provides assistance with non-medical personal services, such as bathing, hair care, etc.	# of Hours
48	Homemaker - Provides household support, such as cleaning, laundry (including commercial laundry or dry cleaning firm); shopping, food preparation, and light household maintenance (changing light bulbs, furnace filters, etc.).	# of Hours
49	Chore - Provides periodic maintenance for chores, such as heavy cleaning, washing windows, trimming trees, mowing lawns, and removal of rubbish and other substances to assure hazard free surroundings.	# of Hours
50	Counseling – Group and/or individual counseling, including peer counseling, that may include biofeedback, substance abuse, etc., or therapeutic counseling.	# of Sessions

**CLIENT COMPLAINT AND GRIEVANCE PROCEDURES
Older Americans Act Programs**

(Instructions: The service recipient is to read, sign, and receive a copy of this form. The original of the form is to be filed in the service recipient's case file maintained by contractor. The reverse side of this form may be used to file a complaint or grievance with the contractor/service provider.)

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding services received, you have the right to file a grievance.

The following procedures are to be followed when filing a grievance:

1. Identify the complaint/grievance in writing and discuss it with the contractor/service provider.

Time frame: Within 1 week of discrimination/violation/problem.

If resolved at this level, no further action is required. If no resolution is apparent within 15 business days, proceed with Step 2.

2. Forward the written complaint/grievance to the **Deputy Director of Administration** at the following address:

Department of Aging and Adult Services
686 East Mill Street
San Bernardino, CA 92415-0640
ATTN: **Deputy Director**

Time frame: Within 1 week of Step 1.

If resolved at this level, no further action is required. If no resolution is apparent within 15 business days, proceed with Step 3.

3. If no solution is apparent after Steps 1-2 have been exhausted, forward copy of written grievance to:

Human Services Group, Contract Administrator
150 S. Lena Road
San Bernardino, CA 92415-0515

You will be contacted within 15 business days of any actions being taken.

Please note: Each of these steps must be completed in the sequence shown.

If you believe that your civil rights have been violated, please contact:

Deputy Director, Administration
Department of Aging and Adult Services
686 East Mill Street
San Bernardino, CA 92415-0640

GRIEVANCE PROCEDURE CERTIFICATION

This is to certify that I have read, understood, and received a copy of the Client Complaint and Grievance Procedures for Older Americans Act Programs.

Signature of Service Recipient

Date

GRIEVANCE NOTICE

Your Name:
Date of Occurrence:
Approximate Time of Occurrence:
Name of Service Provider:
Address of Service Provider:
Nature of Grievance:
Resolution:

Resolved by: _____
Signature Date

Signature of Service Recipient Date

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT**

Except as otherwise provided in this Agreement, CONTRACTOR, hereinafter referred to as BUSINESS ASSOCIATE, may use or disclose Protected Health Information to perform functions, activities or services for or on behalf of the COUNTY OF SAN BERNARDINO, hereinafter referred to as the COVERED ENTITY, as specified in this Agreement and in the attached Contract, provided such use or disclosure does not violate the Health Insurance Portability Act (HIPAA), 42 U.S.C. 1320d et seq., and its implementing regulations, including but not limited to, 45 Code of Regulations Parts 160, 162, and 164, hereinafter referred to as the Privacy and Security Rules.

I. Obligations and Activities of Business Associate.

- a. Business Associate shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law. Business Associate shall disclose to its employees, subcontractors, agents or other third parties, and request from Covered Entity, only the minimum Protected Health Information necessary to perform or fulfill a specific function required or permitted hereunder.
- b. Business Associate shall implement administrative, physical, and technical safeguards to:
 1. Prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
 2. Reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- c. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate shall report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement and/or any security incident with respect to Protected Health Information of which it becomes aware.
- e. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, shall comply with the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate shall provide access to Protected Health Information in a Designated Record Set to Covered Entity or to an Individual, at the request or direction of Covered Entity and in the time and manner designated by the Covered Entity, in order to meet the requirements of 45 CFR 164.524.
- g. Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526, in the time and manner designated by the Covered Entity.
- h. Business Associate shall make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, and/or to the Secretary for the U.S. Department of Health and Human Services, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules.

- i. Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- j. Business Associate shall provide to Covered Entity or an Individual, in time and manner designated by the Covered Entity], information collected in accordance with provision (i), above, to permit Covered Entity to respond to a request by the Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- k. Upon termination of this Agreement, Business Associate shall return all Protected Health Information required to be retained (and return or destroy all other Protected Health Information) received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. In the event the Business Associate determines that returning the Protected Health Information is not feasible, the Business Associate shall provide the Covered Entity with notification of the conditions that make return not feasible.

II. Specific Use and Disclosure Provisions.

- a. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- b. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502(j)(1).

III. Obligations of Covered Entity.

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

IV. General Provisions.

- a. Remedies. Business Associate agrees that Covered Entity shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which Covered Entity may have at law or in equity in the event of an unauthorized use or disclosure of Protected Health Information by

ATTACHMENT D

Business Associate or any agent or subcontractor of Business Associate that received Protected Health Information from Business Associate.

- b. Ownership. The Protected Health Information shall be and remain the property of the Covered Entity. Business Associate agrees that it acquires no title or rights to the Protected Health Information.
- c. Regulatory References. A reference in this Agreement to a section in the Privacy or Security Rules means the section as in effect or as amended.
- d. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- e. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.



**DEPARTMENT OF AGING AND ADULT SERVICES
APPLICATION TO PROVIDE MSSP AND/OR LINKAGES
SERVICES**

1. Vendor Name: _____
Address: _____

Telephone: () _____ FAX: () _____
2. Vendor SSN# or FID#: _____
3. Authorized Signature: _____
Name/Title: _____
Telephone: () _____
4. E-mail address to contact for service issues:

5. E-mail address to send Request For Service forms:

6. Vendor Contact Person: _____
Title: _____
Telephone: () _____
7. Is the Vendor a Private Non-Profit Corporation?
Yes ☐ No ☐
If **yes**, is the Vendor in good standing with the Secretary of State of California?
Yes ☐ No ☐

ATTACHMENT E

8. The following table lists all of the available MSSP services (See Definition of Services, Attachment A). Please complete as follows:

- 1) Check the "Check Services Offered" box for each service (one or more) being offered.
- 2) For each service being offered, enter the Rate(s) Per Unit (including mileage, after hours cost, minimums, etc.). Units can be listed as per hour, per occurrence, per mile, per meal, per day, etc.

Catalogues or computer generated rate sheets may be included in the application packet. If catalogues or rate sheets are included in the application packet, write "See Attached" in the "Rate Per Unit" column and clearly label the attachment with the MSSP service type.
- 3) For each rate, provide a breakdown of the cost factors that comprise that rate. Also, if the proposed rate is higher than those charged to other agencies, please provide a thorough explanation of the reason(s) for the difference.
- 4) Enter the office hours and hours service is available under each day services will be provided.

MSSP SERVICES

Check Services Offered	MSSP Service	Rate Per Unit	Breakdown of Cost	Availability							
					Mon	Tue	Wed	Thu	Fri	Sat	Sun
	Adult Day Support Center (1.0)			Office Hours							
				Service Availability							
	Adult Day Care (1.1)			Office Hours							
				Service Availability							
	Housing Assistance – Minor Home Repairs and Adaptive Equipment (2.2)			Office Hours							
				Service Availability							
	Housing Assistance – Nonmedical Home Equipment and Supplies (2.3)			Office Hours							
				Service Availability							

ATTACHMENT E

Check Services Offered	MSSP Service	Rate Per Unit	Breakdown of Cost	Availability							
					Mon	Tue	Wed	Thu	Fri	Sat	Sun
	Housing Assistance – Emergency Move (2.4)			Office Hours							
				Service Availability							
	Housing Assistance – Emergency Utility Service (2.5)			Office Hours							
				Service Availability							
	Housing Assistance – Temporary Lodging (2.6)			Office Hours							
				Service Availability							
	Chore (3.1)			Office Hours							
				Service Availability							
	Personal Care (3.2)			Office Hours							
				Service Availability							
	Health Care (3.3)			Office Hours							
				Service Availability							
	Protective Supervision (3.7)			Office Hours							
				Service Availability							
	Professional Care Assistance (PCA) (3.9)			Office Hours							
				Service Availability							
	Care (Case Management) – Site-Provided Care (Case) Management (50)			Office Hours							
				Service Availability							

ATTACHMENT E

Check Services Offered	MSSP Service	Rate Per Unit	Breakdown of Cost	Availability							
					Mon	Tue	Wed	Thu	Fri	Sat	Sun
	Care (Case Management) – Purchased Care (Case Management) (4.3)			Office Hours							
				Service Availability							
	Deinstitutional Care Management (DCM) (4.6)			Office Hours							
				Service Availability							
	Respite (5.1, 5.2)			Office Hours							
				Service Availability							
	Transportation (6.3 [Escort, Hour] and 6.4 [One-way Trip])			Office Hours							
				Service Availability							
	Meal Services – Congregate Meals (7.1)			Office Hours							
				Service Availability							
	Meal Services - Home Delivered Meals (7.2)			Office Hours							
				Service Availability							
	Food (7.3)			Office Hours							
				Service Availability							
	Protective Services – Social Reassurance (8.3)			Office Hours							
				Service Availability							
	Protective Services – Therapeutic Counseling (8.4)			Office Hours							
				Service Availability							

ATTACHMENT E

Check Services Offered	MSSP Service	Rate Per Unit	Breakdown of Cost	Availability							
					Mon	Tue	Wed	Thu	Fri	Sat	Sun
	Protective Services – Money Management (8.5)			Office Hours							
				Service Availability							
	Communications Services – Communication / Translation / Interpretation (9.1)			Office Hours							
				Service Availability							
	Communications Services – Communication / Device (9.2)			Office Hours							
				Service Availability							

9. The following table lists all of the available Linkages services (See Definition of Services, Attachment B). Please complete as follows:

- 1) Check the “Check Services Offered” box for each service (one or more) being offered.
- 2) For each service being offered, enter the Rate(s) Per Unit (including mileage, after hours cost, minimums, etc.). Units are predetermined and are included in the table.

Catalogues or computer generated rate sheets may be included in the application packet. If catalogues or rate sheets are included in the application packet, write “See Attached” in the “Rate Per Unit” column and clearly label the attachment with the Linkages service type.

- 3) For each rate, provide a breakdown of the cost factors that comprise that rate. Also, if the proposed rate is higher than those charged to other agencies, please provide a thorough explanation of the reason(s) for the difference.
- 4) Enter the office hours and hours service is available under each day services will be provided.

LINKAGES SERVICES

Check Services Offered	LINKAGES Service	Rate Per Unit	Breakdown of Cost	Availability							
					Mon	Tue	Wed	Thu	Fri	Sat	Sun
	31 – Adult Day Care	Per Hour		Office Hours							
				Service Availability							
	32 – Alzheimer's Day Care Resource Center	Per Day		Office Hours							
				Service Availability							
	33 – Adult Day Health Care	Per Hour		Office Hours							
				Service Availability							
	34 – Respite	Per Hour		Office Hours							
				Service Availability							
	35 – Transportation	Per One-Way Trip		Office Hours							
				Service Availability							
	36 – Housing Assistance	Per Occurrence		Office Hours							
				Service Availability							
	39 – Assistive Devices	Per Occurrence		Office Hours							
				Service Availability							
	40 – Assisted Transportation	Per One-Way Trip		Office Hours							
				Service Availability							

ATTACHMENT E

Check Services Offered	LINKAGES Service	Rate Per Unit	Breakdown of Cost	Availability							
					Mon	Tue	Wed	Thu	Fri	Sat	Sun
	42 – Special Needs	Per Occurrence		Office Hours							
				Service Availability							
	43 – Employment/ Recreation / Education	Per Occurrence		Office Hours							
				Service Availability							
	44 – Medical Services	Per Occurrence		Office Hours							
				Service Availability							
	45 – Protective Services	Per Occurrence		Office Hours							
				Service Availability							
	46 – Social and Reassurance	Per Occurrence		Office Hours							
				Service Availability							
	47 – Personal Care	Per Hour		Office Hours							
				Service Availability							
	48 – Homemaker	Per Hour		Office Hours							
				Service Availability							
	49 – Chore	Per Hour		Office Hours							
				Service Availability							
	50 - Counseling	Per Session		Office Hours							
				Service Availability							

ATTACHMENT E

10. Please check the area(s) (one or more) that Vendor offers services in the table below:

Service Area	Representative Cities	Served?
Victor Valley	• Adelanto	<input type="checkbox"/> yes <input type="checkbox"/> no
	• Apple Valley	<input type="checkbox"/> yes <input type="checkbox"/> no
	• Hesperia	<input type="checkbox"/> yes <input type="checkbox"/> no
	• Lucerne Valley	<input type="checkbox"/> yes <input type="checkbox"/> no
	• Victorville	<input type="checkbox"/> yes <input type="checkbox"/> no
	• Surrounding areas	<input type="checkbox"/> yes <input type="checkbox"/> no
West Valley	• Chino	<input type="checkbox"/> yes <input type="checkbox"/> no
	• Chino Hills	<input type="checkbox"/> yes <input type="checkbox"/> no
	• Montclair	<input type="checkbox"/> yes <input type="checkbox"/> no
	• Ontario	<input type="checkbox"/> yes <input type="checkbox"/> no
	• Rancho Cucamonga	<input type="checkbox"/> yes <input type="checkbox"/> no
	• Upland	<input type="checkbox"/> yes <input type="checkbox"/> no
	• Surrounding areas	<input type="checkbox"/> yes <input type="checkbox"/> no

Service Area	Representative Cities	Served?
East Valley	• Rialto	<input type="checkbox"/> yes <input type="checkbox"/> no
	• Bloomington	<input type="checkbox"/> yes <input type="checkbox"/> no
	• Fontana	<input type="checkbox"/> yes <input type="checkbox"/> no
	• Colton	<input type="checkbox"/> yes <input type="checkbox"/> no
	• Redlands	<input type="checkbox"/> yes <input type="checkbox"/> no
	• Yucaipa	<input type="checkbox"/> yes <input type="checkbox"/> no
	• San Bernardino City	<input type="checkbox"/> yes <input type="checkbox"/> no
	• Loma Linda	<input type="checkbox"/> yes <input type="checkbox"/> no
	• Lytle Creek	<input type="checkbox"/> yes <input type="checkbox"/> no
	• Mountain Communities	<input type="checkbox"/> yes <input type="checkbox"/> no
	• Highland	<input type="checkbox"/> yes <input type="checkbox"/> no
	• Surrounding areas	<input type="checkbox"/> yes <input type="checkbox"/> no

Service Area	Representative Cities	Served?
Mountains	• Crestline	<input type="checkbox"/> yes <input type="checkbox"/> no
	• Running Springs	<input type="checkbox"/> yes <input type="checkbox"/> no
	• Arrowhead	<input type="checkbox"/> yes <input type="checkbox"/> no
	• Big Bear	<input type="checkbox"/> yes <input type="checkbox"/> no
	• Twin Peaks	<input type="checkbox"/> yes <input type="checkbox"/> no
	• Surrounding areas	<input type="checkbox"/> yes <input type="checkbox"/> no

ATTACHMENT E

11. Are there any restrictions or limitations on the availability of services such as service area, eligibility criteria, minimum number of units or maximum number of units?

Yes ☐ No ☐

If **yes**, please explain.

12. Does the Vendor hold business and/or professional licenses?

Yes ☐ No ☐

If **yes**, please list below and **submit copies with application**.

Type

License Number

13. List the number and position titles of all staff (paid and volunteer) to be involved in providing services to clients. List professional certificates, licenses, degrees, etc., where appropriate (i.e., R.N., Nurse Practitioner, Medical Doctor, MSW, etc.).

ATTACHMENT E

14. List the number and position titles of all staff (paid and volunteer) to be involved in the administrative and fiscal tasks related to the provision of services to clients. List professional degrees and certificates, etc., where appropriate (i.e., MBA, CPA, MPH).
15. Summarize the organization's experience in the provision of services to the client population.
16. List two or more organizations/individuals that have used services provided by the Vendor that can comment on the organization's experience and quality of service provision. Include contact name and phone number.

17. Does the Vendor use subcontractors?

Yes ☐ No ☐

If **yes**, list subcontractor information, including name of each company, and type of work to be performed. (Note: Any subcontractor shall be subject to the terms and conditions of any resulting contract, as defined in Section V, Paragraph A, Item 3.)

18. Does the Vendor employ any former County of San Bernardino administrative officials and/or do any former County of San Bernardino administrative officials, as defined in Section VII, represent the Vendor?

Yes ☐ No ☐

If **yes**, list names and positions:

19. Does the Vendor have audited financial statements for the most recent three years?

Yes ☐ No ☐

If **yes**, please **submit copies with application**.

If **no**, does the Vendor have unaudited financial statements for the most recent three years?

Yes ☐ No ☐

If **yes**, please **submit copies with application**.

If **no**, please explain.

ATTACHMENT E

20. Does the Vendor agree to the right of the County, State and federal governments to audit financial and other records if awarded a contract?

Yes ☐ No ☐

If **no**, please explain.

21. Does the Vendor currently carry insurance in the amounts and coverages listed in Section V, Paragraph B, Indemnification and Insurance Requirements?

Yes ☐ No ☐

If **yes**, please **submit copies** of Certificates of Insurance with application.

If **no**, does the Vendor agree to obtain insurance in the amounts and coverages listed in Section V, Paragraph B, Indemnification and Insurance Requirements, if awarded a contract, and submit proof prior to performing services?

Yes ☐ No ☐

If **no**, please explain.

22. Does the Vendor understand and accept the Client Complaint and Grievance Procedures for Older Americans Act Programs, as defined in Section V, Paragraph A, Item 6?

Yes ☐ No ☐

If **no**, does the Vendor have a Complaint and Grievance Procedure?

Yes ☐ No ☐

If **yes**, please **submit a copy** with application.

If **no**, please explain.

ATTACHMENT E

23. Does the Vendor certify that all statements in Section V, Paragraph A, Item 14, Debarment, Suspension, and Other Responsibility Matters are true?

Yes ☐ No ☐

If **no**, please explain.

24. Has the Vendor answered **ALL** of the questions in this application, provided explanations where indicated, and attached copies of all documents requested?

Yes ☐ No ☐

IF NO, THE APPLICATION MAY BE DEEMED NON-RESPONSIVE AND THE VENDOR INELIGIBLE TO PROVIDE SERVICES.

I certify that the information contained in this application is true to the best of my knowledge.

Print Authorized Name: _____

Title: _____

Signature: _____

Date: _____